

SERFF Tracking Number: INGD-127118110 State: Arkansas
 Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
 Company Tracking Number: IU-RA-3107(AR) ET AL
 TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
 Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
 Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Filing at a Glance

Company: ING USA Annuity and Life Insurance Company

Product Name: IU-RA-3107(AR) et al. Point-to- SERFF Tr Num: INGD-127118110 State: Arkansas

Point Participation and Cap Interest Rate

Benchmark Strategy Endorsement

TOI: A07I Individual Annuities - Special

SERFF Status: Closed-Approved- State Tr Num: 49833
 Closed

Sub-TOI: A07I.001 Equity Indexed

Co Tr Num: IU-RA-3107(AR) ET AL State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia

Disposition Date: 09/26/2011

Gemelli, Christine Runkle-DiFonzo,

Patricia Smith

Date Submitted: 09/20/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IU-RA-3107(AR) et al. Point-to-Point Participation and
 Cap Interest Rate Benchmark Strategy Endorsement

Status of Filing in Domicile: Authorized

Project Number: IU-RA-3107(AR) et al.

Date Approved in Domicile: 06/21/2011

Requested Filing Mode: Review & Approval

Domicile Status Comments: The endorsements
 and associated contract cover and data pages
 were approved by Iowa, our state of domicile,
 on June 21, 2011.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 09/26/2011

State Status Changed: 09/26/2011

Deemer Date:

Created By: Alicia Gemelli

Submitted By: Alicia Gemelli

Corresponding Filing Tracking Number:

SERFF Tracking Number: INGD-127118110 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
Company Tracking Number: IU-RA-3107(AR) ET AL
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Filing Description:

Honorable Jay Bradford, Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

ATTN: Life & Health Division

RE: ING USA Annuity and Life Insurance Company

NAIC No.: 229-80942 FEIN No.: 41-0991508

Forms:

IU-RA-3107(AR) Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement

IU-RA-3108(AR) Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement

Contract Cover Page, form no. IU-IA-3033(AR)(07/11)

Contract Cover Page, form no. IU-IA-3034(AR)(07/11)

Contract Cover Page, form no. IU-IA-3050(AR)(07/11)

Contract Data Pages 3 and 4, form no. IU-IA-3033(07/11)

Contract Data Pages 3 and 4, form no. IU-IA-3034(07/11)

Contract Data Pages 3 and 4, form no. IU-IA-3050(07/11)

Dear Sir/Madam:

Enclosed please find the above-referenced forms and contract pages for your review and approval. The endorsement forms are new and are not intended to revise or replace any forms previously filed with, or approved for use by, your Department. The revised contract cover and data pages, which will be issued in conjunction with the new endorsements, are intended to replace the contract cover and data pages of their associated contract for new issues.

The Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsements will be issued with all new issues of our previously approved non-registered fixed indexed annuity contract forms respectively as noted below and any other contract forms which may be approved or available in the future.

Endorsement: Approved contract with which endorsement will be issued; Approval Date; SERFF Tracking No.

IU-RA-3107(AR):

IU-IA-3033(AR); May 2, 2006; USPH-6HDMLG787

IU-IA-3034(AR); April 17, 2006; USPH-6J8N2X705

IU-RA-3108(AR):

IU-IA-3050(AR); February 6, 2007; WEST-125041113

<i>SERFF Tracking Number:</i>	<i>INGD-127118110</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ING USA Annuity and Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49833</i>
<i>Company Tracking Number:</i>	<i>IU-RA-3107(AR) ET AL</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement</i>		
<i>Project Name/Number:</i>	<i>IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.</i>		

In addition to the available fixed rate strategy and four indexed (Standard & Poor's 500) strategies currently provided in the contract forms to which the endorsements will be attached, the endorsements make available a crediting strategy, the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy, which provides the contract owner with an additional annual crediting option based on an Interest Rate Benchmark (currently, the 3 Month BBA LIBOR). The Interest Rate Benchmark is calculated as the annual increase during the Interest Rate Benchmark Period (or contract year, depending upon the contract form to which the endorsements will be attached), multiplied by the Interest Rate Benchmark Participation Multiplier (a factor which functions in a similar manner as a participation rate) up to a stated cap (the Interest Rate Benchmark Credit Cap), and floored at zero. The Interest Rate Benchmark Participation Multiplier and Interest Rate Benchmark Credit Cap are declared in advance, are guaranteed for one year, and may change annually.

Endorsement forms IU-RA-3107(AR) and IU-RA-3108(AR) provide the same strategy but differ slightly in language to correspond with the variances in product structure of the respective contract forms to which they will be attached.

Other than the addition of the new strategy and its effect on the contract cover and data pages and a few non-substantive changes to the cover pages, no other changes have been made to the products.

Endorsement IU-RA-3107(AR) and associated contract cover and data pages:

As noted, endorsement IU-RA-3107(AR) will be attached to all new issues of individual Flexible Premium Deferred Annuity Contract, form no. IU-IA-3033(AR), and all new issues of individual Flexible Premium Deferred Annuity Contract, form no. IU-IA-3034(AR). In conjunction, revised contract cover and data pages reflecting the new Benchmark Strategy provided by endorsement IU-RA-3107(AR), are enclosed as follows:

- Revised contract cover pages IU-IA-3033(AR)(07/11) and IU-IA-3034(AR)(07/11) are intended to replace the cover pages of contract forms IU-IA-3033(AR) and IU-IA-3034(AR), respectively.
- Revised contract data pages 3 and 4, form nos. IU-IA-3033(07/11) and IU-IA-3034(07/11), are intended to replace recently refiled contract data pages 3 and 4, form nos. IU-IA-3033(01/11) and IU-IA-3034(01/11), respectively, approved by your Department on November 19, 2010 under SERFF Tracking No. INGD-126810270.

Endorsement IU-RA-3108(AR) and associated contract cover and data pages:

As noted, endorsement IU-RA-3108(AR) will be attached to all new issues of individual Single Premium Deferred Annuity Contract, form no. IU-IA-3050(AR). In conjunction, revised contract cover and data pages reflecting the new Benchmark Strategy provided by endorsement IU-RA-3108(AR), are enclosed as follows:

- Revised contract cover page IU-IA-3050(AR)(07/11) is intended to replace the cover page of contract form IU-IA-3050(AR).
- Revised contract data pages 3 and 4, form no. IU-IA-3050(07/11), are intended to replace recently refiled contract data pages 3 and 4, form no. IU-IA-3050(01/11), approved by your Department on October 21, 2010 under SERFF

SERFF Tracking Number: INGD-127118110 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
Company Tracking Number: IU-RA-3107(AR) ET AL
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Tracking No. INGD-126786180.

General Information:

Actuarial materials – An actuarial memorandum for the endorsements is enclosed.

Statement of Variability – Information considered variable in the submitted endorsement forms and in the accompanying revised contract cover and data pages is enclosed in brackets and is described in the enclosed Statements of Variability. We may change such variable material for new issues on a uniform and non-discriminatory basis only as described in the Statements of Variability without refiling, however, prior to use, your Department will be notified of any change in the type of rate currently used for the Interest Rate Benchmark.

Except for the information regarding the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy and inclusion of the reference to the Customer Service Center telephone number (it had been included in the bracketing on the contract forms but inadvertently not included in the statements of variability), no other changes have been made to the Statement of Variability for the contract and data pages submitted with this filing from the version previously approved by your Department.

The forms are submitted in final printed form, subject only to minor modification in paper stock, ink, typographical errors, and adaptation to computer printing. We reserve the right to make such changes without refiling as well as to modify the company address and officers' signatures to reflect current company operations. Any such changes, when made, will comply with applicable state requirements.

Domicile – The endorsements and revised contract pages were approved by Iowa, our state of domicile, on June 21, 2011.

Thank you for your assistance with this filing. Should you have questions or require additional information, please do not hesitate to contact me at the telephone numbers or email address provided below.

Sincerely,
Alicia L. Gemelli
Contract Analyst
(800) 325-3792 ext. 4253850
(610) 425-3850 (direct)
alicia.gemelli@us.ing.com

SERFF Tracking Number: INGD-127118110 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
Company Tracking Number: IU-RA-3107(AR) ET AL
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Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Company and Contact

Filing Contact Information

Alicia Gemelli, Contract Analyst alicia.gemelli@us.ing.com
1475 Dunwoody Drive 800-325-3792 [Phone] 4253850
[Ext]
West Chester, PA 19380 610-425-3520 [FAX]

Filing Company Information

ING USA Annuity and Life Insurance Company CoCode: 80942 State of Domicile: Iowa
1475 Dunwoody Drive Group Code: 229 Company Type:
West Chester, PA 19380 Group Name: State ID Number:
(800) 325-3792 ext. [Phone] FEIN Number: 41-0991508

Filing Fees

Fee Required? Yes
Fee Amount: \$400.00
Retaliatory? No
Fee Explanation: Endorsement, if filed separately from basic form, per insurer, per form is \$50.00 x 2
endorsements = \$100.00, plus 6 attachments (revised contract pages) at \$50.00 per form =
\$300.00. \$100.00 + \$300.00 = \$400.00.

No retaliatory fee as Iowa, our state of domicile, does not require filing fees.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ING USA Annuity and Life Insurance Company	\$400.00	09/20/2011	51867589

SERFF Tracking Number:	INGD-127118110	State:	Arkansas
Filing Company:	ING USA Annuity and Life Insurance Company	State Tracking Number:	49833
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Product Name:	IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement		
Project Name/Number:	IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/26/2011	09/26/2011

SERFF Tracking Number: *INGD-127118110* *State:* *Arkansas*
Filing Company: *ING USA Annuity and Life Insurance Company* *State Tracking Number:* *49833*
Company Tracking Number: *IU-RA-3107(AR) ET AL*
TOI: *A071 Individual Annuities - Special* *Sub-TOI:* *A071.001 Equity Indexed*
Product Name: *IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement*
Project Name/Number: *IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.*

Disposition

Disposition Date: 09/26/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: INGD-127118110 State: Arkansas

Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833

Company Tracking Number: IU-RA-3107(AR) ET AL

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement

Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability for Endorsements IU-RA-3107(AR), IU-RA-3108(AR)		Yes
Supporting Document	Statements of Variability for Contract Cover and Data Pages IU-IA- 3033(AR)(07/11), IU-IA-3034(AR)(07/11), and IU-IA-3050(AR)(07/11)		Yes
Form	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement		Yes
Form	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement		Yes
Form	Contract Cover Page		Yes
Form	Contract Cover Page		Yes
Form	Contract Cover Page		Yes
Form	Contract Data Pages		Yes
Form	Contract Data Pages		Yes
Form	Contract Data Pages		Yes

SERFF Tracking Number: INGD-127118110 State: Arkansas

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TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

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Form Schedule

Lead Form Number: IU-RA-3107(AR)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IU-RA-3107(AR)	Policy/Cont Point-to-Point Interest Rate Certificate: Benchmark Strategy Amendmen Endorsement t, Insert Page, Endorsement or Rider	Initial		63.200	IU-RA-3107(AR).pdf
	IU-RA-3108(AR)	Policy/Cont Point-to-Point Interest Rate Certificate: Benchmark Strategy Amendmen Endorsement t, Insert Page, Endorsement or Rider	Initial		61.100	IU-RA-3108(AR).pdf
	IU-IA-3033(AR)(07/11)	Policy/Cont Contract Cover Page Initial	Initial		0.000	IU-IA-3033(AR)(07-11) Cover.pdf
	IU-IA-3034(AR)(07/11)	Policy/Cont Contract Cover Page Initial	Initial		0.000	IU-IA-3034(AR)(07-11) Cover.pdf

SERFF Tracking Number: INGD-127118110 State: Arkansas

Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833

Company Tracking Number: IU-RA-3107(AR) ET AL

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement

Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Certificate:
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

IU-IA-3050(AR)(07/11)	Policy/Cont Contract Cover Page Initial	0.000	IU-IA-3050(AR)(07-11) Cover.pdf
	Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		
IU-IA-3033(07/11)	Schedule Contract Data Pages Initial	0.000	IU-IA-3033(0711) Contract Data Pages.pdf
IU-IA-3034(07/11)	Schedule Contract Data Pages Initial	0.000	IU-IA-3034(0711) Contract Data Pages.pdf
IU-IA-3050(07/11)	Schedule Contract Data Pages Initial	0.000	IU-IA-3050(0711) Contract Data Pages.pdf

**ING USA
ANNUITY AND LIFE
INSURANCE COMPANY**

**Point-to-Point Participation and
Cap Interest Rate Benchmark
Strategy Endorsement**

ING USA is a stock company domiciled in Iowa

Endorsement Data Table

Contract Number [123456]	Endorsement Effective Date [July 1, 2011]	Marketing Name [Interest Rate Benchmark Strategy]
Interest Rate Benchmark [3 Month London Interbank Offered Rate ("BBA LIBOR")*]		

The Contract to which this Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. This Endorsement's provisions shall control to the extent a conflict exists between this Endorsement and the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract.

This Endorsement adds the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy to your Contract.

In this Endorsement:

The **Endorsement Effective Date** is the date this Endorsement becomes effective. The Endorsement Effective Date is the same as the Contract Date unless a different Endorsement Effective Date is shown in the Endorsement Data Table above.

The GENERAL DEFINITIONS provision found in Section 1 of the Contract is amended to include the following definitions.

Benchmark Strategy(ies) means any Strategy which makes use of the Interest Rate Benchmark described below, or an approved alternative, in the determination of its values.

Interest Rate Benchmark is the nationally published rate, referenced above in the Endorsement Data Table, which is used to determine the Interest Rate Benchmark Credit for this Strategy. If the Interest Rate Benchmark is discontinued or if the calculation of the rate is substantially changed, we will substitute an alternative rate, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Interest Rate Benchmark Credit is defined in Section 6.6.

Interest Rate Benchmark Credit Cap is defined in Section 6.6.

[* The Interest Rate Benchmark used in this Point-to-Point Participation and Cap Interest Rate Benchmark Strategy is the 3 Month London Interbank Offered Rate ("BBA LIBOR") denominated in U.S. Dollars, as set by the British Bankers' Association.

In consideration for BBA LIBOR Limited ("BBALL") coordinating and the BBA LIBOR Contributor Banks and Reuters (the "Suppliers") supplying the data from which BBA LIBOR is compiled, the subscriber acknowledges and agrees that, to the fullest extent permitted by law, none of BBALL or the Suppliers:

- (1) accept any responsibility or liability for the frequency of provision and accuracy of the BBA LIBOR rate or any use made of the BBA LIBOR rate by the subscriber, whether or not arising from the negligence of any of BBALL or the Suppliers; or
- (2) shall be liable for any loss of business or profits nor any direct, indirect or consequential loss or damage resulting from any such irregularity, inaccuracy or use of the Information.]

Interest Rate Benchmark Number means the published value of the Interest Rate Benchmark. Each Premium/Re-election will be assigned an Interest Rate Benchmark Number equal to the value of the Interest Rate Benchmark as of the close of business on the day before the Election Date. The Interest Rate Benchmark Number for the start of each Interest Rate Benchmark Period after the first will be the Interest Rate Benchmark Number as of the close of business on the day before the Election Anniversary. If the Interest Rate Benchmark Number is not published on any day for which a calculation is made, the first preceding published Interest Rate Benchmark Number will be used.

Interest Rate Benchmark Participation Multiplier is defined in Section 6.6.

Interest Rate Benchmark Period is defined in Section 6.6.

In Section 2.2 Surrender of Contract provision, the following sentence replaces the last sentence in the second paragraph.

Surrenders do not participate in any Index Credits or Interest Rate Benchmark Credits in the Index Strategies or Benchmark Strategies, as applicable, for the Election Year in which they are taken.

In Section 3.1 Electing Strategies provision, the following sentence replaces the fifth sentence in the first paragraph.

Such Re-elections are effective on the Contract Anniversary immediately preceding the Re-election and interest, Index Credits and Interest Rate Benchmark Credits, as applicable, will be applied as though the Re-election was in effect on such Contract Anniversary.

The STRATEGIES provision found in Section 6 of the Contract is amended to include the following Strategy.

6.6 Point-to-Point Participation and Cap Interest Rate Benchmark Strategy

The following definitions apply to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy:

Interest Rate Benchmark Period means the period over which the Interest Rate Benchmark Credit is calculated and the Interest Rate Benchmark Participation Multiplier and Interest Rate Benchmark Credit Cap are guaranteed. Each Premium/Re-election has its own specific Interest Rate Benchmark Period. The initial Interest Rate Benchmark Period for each Premium/Re-election begins on the Election Date for that Premium/Re-election and ends on the day before the following Election Anniversary. Subsequent Interest Rate Benchmark Periods begin on the Election Anniversary and end on the day before the next Election Anniversary.

Interest Rate Benchmark Participation Multiplier means the factor applied to the Interest Rate Benchmark Change for each Premium/Re-election used in calculating the Interest Rate Benchmark Credit at the end of each Interest Rate Benchmark Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Interest Rate Benchmark Participation Multiplier is shown on the Contract Data Page. The minimum Interest Rate Benchmark Participation Multiplier is 0.01.

Interest Rate Benchmark Credit Cap means the maximum Interest Rate Benchmark Credit that may be applied at the end of each Interest Rate Benchmark Period. It is declared annually in advance and is guaranteed for one year unless that Premium/Re-election is re-elected to another Strategy. The initial Interest Rate Benchmark Credit Cap is shown on the Contract Data Page. The minimum Interest Rate Benchmark Credit Cap is 0.01%.

Interest Rate Benchmark Credit is the amount credited to each Premium/Re-election elected to this Strategy and is based on the movement of the Interest Rate Benchmark as measured over the Interest Rate Benchmark Period.

The Interest Rate Benchmark Credit equals the applicable Interest Rate Benchmark Participation Multiplier multiplied by any Interest Rate Benchmark Change as described below.

The Interest Rate Benchmark Credit will never be greater than the Interest Rate Benchmark Credit Cap and will never be less than zero.

Interest Rate Benchmark Change is calculated as (i) minus (ii), where

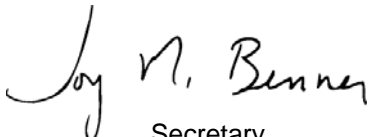
- (i) is the Interest Rate Benchmark Number as of the end of the Interest Rate Benchmark Period; and
- (ii) is the Interest Rate Benchmark Number as of the start of the Interest Rate Benchmark Period.

Strategy Accumulation Value - Each Premium/Re-election elected for this Strategy will have an associated Accumulation Value. This Strategy's Accumulation Value is the sum of the Accumulation Values for each Premium/Re-election. The Accumulation Value for each Premium/Re-election elected to this Strategy is calculated as follows:

1. On each Election Date, the Accumulation Value equals the Premium/Re-election amount, elected to this Strategy, if any, less any Premium Tax, if applicable.
2. On each Election Anniversary, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Interest Rate Benchmark Period.
 - (iii) The result multiplied by (1+ the applicable Interest Rate Benchmark Credit).For the purpose of this calculation, on the first Election Anniversary, the Election Date shall be deemed to be "the last Election Anniversary".
3. On any other date during the applicable Election Year, the Accumulation Value equals:
 - (i) The Accumulation Value of the Premium/Re-election on the last Election Anniversary; less
 - (ii) Adjustments for any partial Surrenders of that Premium/Re-election or Re-elections of that Premium/Re-election out of the Strategy during the Interest Rate Benchmark Period.For the purpose of this calculation, during the first Election Year, the Election Date shall be deemed to be "the last Election Anniversary".

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

**ING USA
ANNUITY AND LIFE
INSURANCE COMPANY**

**Point-to-Point Participation and
Cap Interest Rate Benchmark
Strategy Endorsement**

ING USA is a stock company domiciled in Iowa

Endorsement Data Table

Contract Number [123456]	Endorsement Effective Date [July 1, 2011]	Marketing Name [Interest Rate Benchmark Strategy]
Interest Rate Benchmark [3 Month London Interbank Offered Rate ("BBA LIBOR")*]		

The Contract to which this Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. This Endorsement's provisions shall control to the extent a conflict exists between this Endorsement and the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract.

This Endorsement adds the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy to your Contract.

In this Endorsement:

The **Endorsement Effective Date** is the date this Endorsement becomes effective. The Endorsement Effective Date is the same as the Contract Date unless a different Endorsement Effective Date is shown in the Endorsement Data Table above.

The GENERAL DEFINITIONS provision found in Section 1 of the Contract is amended to include the following definitions.

Benchmark Strategy(ies) means any Strategy which makes use of the Interest Rate Benchmark described below, or an approved alternative, in the determination of its values.

Interest Rate Benchmark is the nationally published rate, referenced above in the Endorsement Data Table, which is used to determine the Interest Rate Benchmark Credit for this Strategy. If the Interest Rate Benchmark is discontinued or if the calculation of the rate is substantially changed, we will substitute an alternative rate, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Interest Rate Benchmark Credit is defined in Section 6.6.

Interest Rate Benchmark Credit Cap is defined in Section 6.6.

[* The Interest Rate Benchmark used in this Point-to-Point Participation and Cap Interest Rate Benchmark Strategy is the 3 Month London Interbank Offered Rate ("BBA LIBOR") denominated in U.S. Dollars, as set by the British Bankers' Association.

In consideration for BBA LIBOR Limited ("BBALL") coordinating and the BBA LIBOR Contributor Banks and Reuters (the "Suppliers") supplying the data from which BBA LIBOR is compiled, the subscriber acknowledges and agrees that, to the fullest extent permitted by law, none of BBALL or the Suppliers:

- (1) accept any responsibility or liability for the frequency of provision and accuracy of the BBA LIBOR rate or any use made of the BBA LIBOR rate by the subscriber, whether or not arising from the negligence of any of BBALL or the Suppliers; or
- (2) shall be liable for any loss of business or profits nor any direct, indirect or consequential loss or damage resulting from any such irregularity, inaccuracy or use of the Information.]

Interest Rate Benchmark Number means the published value of the Interest Rate Benchmark. The Interest Rate Benchmark Number on the Contract Date will be the Interest Rate Benchmark Number as of the close of business on the day before the Contract Date. The Interest Rate Benchmark Number for the start of each Contract Year after the first will be the Interest Rate Benchmark Number as of the close of business on the day before the Contract Anniversary. If the Interest Rate Benchmark Number is not published on any day for which a calculation is made, the first preceding published Interest Rate Benchmark Number will be used.

Interest Rate Benchmark Participation Multiplier is defined in Section 6.6.

In Section 2.2 Surrender of Contract provision, the following sentence replaces the last sentence in the second paragraph.

Surrenders do not participate in any Index Credits or Interest Rate Benchmark Credits in the Index Strategies or Benchmark Strategies, as applicable, for the Contract Year in which they are taken.

In Section 3.1 Electing Strategies provision, the following sentence replaces the fourth sentence in the first paragraph.

Such Re-elections are effective on the Contract Anniversary immediately preceding the Re-election and interest, Index Credits and Interest Rate Benchmark Credits, as applicable, will be applied as though the Re-election was in effect on such Contract Anniversary.

In Section 5.6 Market Value Adjustment, the following paragraph replaces the last paragraph in that section.

The amount of the Market Value Adjustment, either positive or negative, is limited to the amount of any interest, Index Credits, and Interest Rate Benchmark Credits in excess of 1.5% per year compounded annually, credited to the Contract's Accumulation Value at the time the Market Value Adjustment applies.

The STRATEGIES provision found in Section 6 of the Contract is amended to include the following Strategy.

6.6 Point-to-Point Participation and Cap Interest Rate Benchmark Strategy

The following definitions apply to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy:

Interest Rate Benchmark Participation Multiplier means the factor applied to the Interest Rate Benchmark Change of this Strategy described below used in calculating the Interest Rate Benchmark Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Interest Rate Benchmark Participation Multiplier is shown on the Contract Data Page. The minimum Interest Rate Benchmark Participation Multiplier is 0.01.

Interest Rate Benchmark Credit Cap means the maximum Interest Rate Benchmark Credit that may be applied at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Interest Rate Benchmark Credit Cap is shown on the Contract Data Page. The minimum Interest Rate Benchmark Credit Cap is 0.01%.

Interest Rate Benchmark Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the movement of the Interest Rate Benchmark as measured over the Contract Year.

The Interest Rate Benchmark Credit equals the applicable Interest Rate Benchmark Participation Multiplier multiplied by any Interest Rate Benchmark Change as described below.

The Interest Rate Benchmark Credit will never be greater than the Interest Rate Benchmark Credit Cap and will never be less than zero.

Interest Rate Benchmark Change is calculated as (i) minus (ii), where

- (i) is the Interest Rate Benchmark Number as of the end of the Contract Year; and
- (ii) is the Interest Rate Benchmark Number as of the start of the Contract Year.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be "the last Contract Anniversary".
3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by $(1 + \text{the applicable Interest Rate Benchmark Credit})$.For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be "the last Contract Anniversary".

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

ING USA Annuity and Life Insurance Company
Des Moines, Iowa

**[Customer Service Center
P.O. Box 617
909 Locust Street
Des Moines, Iowa 50303-0617
1-800-369-5303]**

In this Contract, "you" or "your" refers to the Owner and "we", "our", or "us" refers to ING USA Annuity and Life Insurance Company, a stock company.

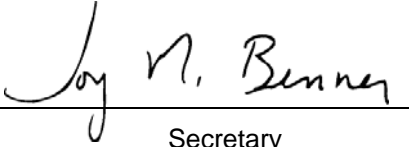
If this Contract is in force on the Maturity Date, we will pay the Proceeds according to the terms on this and the following pages. The Proceeds will provide a monthly income, or other settlement, in accordance with the Payment Plan selected.


READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

20 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Right to cancel. If you are not satisfied, you may cancel your Contract by returning it within 20 days after the date you receive it. Mail or deliver it to us at the address shown above or to your agent. (If you return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid.) This Contract will then be void from its start. Any portion of the Premium paid and not previously withdrawn will be refunded.

This Contract is signed by us as of its Contract Date.

[]
Secretary

[]
President

This Contract contains equity indexed and Benchmark Strategies. The equity indexed and Benchmark Strategies are described in Section 6 of this Contract and any attached endorsements.

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

CASH SURRENDER VALUES MAY INCREASE BASED ON THE INDEX AND INTEREST RATE BENCHMARK CALCULATION OF THE STRATEGY(IES) YOU HAVE SELECTED. THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. WHILE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX AND INTEREST RATE BENCHMARK, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

ING USA Annuity and Life Insurance Company
Des Moines, Iowa

**[Customer Service Center
P.O. Box 617
909 Locust Street
Des Moines, Iowa 50303-0617
1-800-369-5303]**

In this Contract, "you" or "your" refers to the Owner and "we", "our", or "us" refers to ING USA Annuity and Life Insurance Company, a stock company.

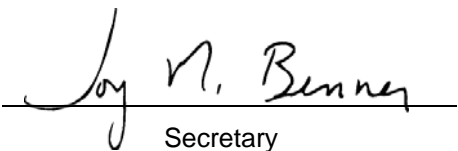
If this Contract is in force on the Maturity Date, we will pay the Proceeds according to the terms on this and the following pages. The Proceeds will provide a monthly income, or other settlement, in accordance with the Payment Plan selected.

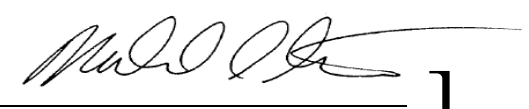
READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

20 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Right to cancel. If you are not satisfied, you may cancel your Contract by returning it within 20 days after the date you receive it. Mail or deliver it to us at the address shown above or to your agent. (If you return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid.) This Contract will then be void from its start. Any portion of the Premium paid and not previously withdrawn will be refunded.

This Contract is signed by us as of its Contract Date.

[]
Secretary

[]
President

This Contract contains equity indexed and Benchmark Strategies. The equity indexed and Benchmark Strategies are described in Section 6 of this Contract and any attached endorsements.

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

CASH SURRENDER VALUES MAY INCREASE BASED ON THE INDEX AND INTEREST RATE BENCHMARK CALCULATION OF THE STRATEGY(IES) YOU HAVE SELECTED. THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. WHILE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX AND INTEREST RATE BENCHMARK, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

ING USA Annuity and Life Insurance Company
Des Moines, Iowa

**[Customer Service Center
P.O. Box 617
909 Locust Street
Des Moines, Iowa 50303-0617
1-800-369-5303]**

In this Contract, "you" or "your" refers to the Owner and "we", "our", or "us" refers to ING USA Annuity and Life Insurance Company, a stock company.

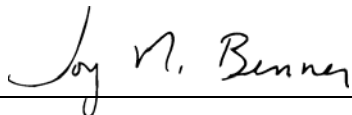
If this Contract is in force on the Maturity Date, we will pay the Proceeds according to the terms on this and the following pages. The Proceeds will provide a monthly income, or other settlement, in accordance with the Payment Plan selected.


READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

20 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Right to cancel. If you are not satisfied, you may cancel your Contract by returning it within 20 days after the date you receive it. Mail or deliver it to us at the address shown above or to your agent. (If you return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid.) This Contract will then be void from its start. Any portion of the Single Premium paid and not previously withdrawn, excluding any Bonus, will be refunded.

This Contract is signed by us as of its Contract Date.

[
Secretary]

[
President]

This Contract contains equity indexed and Benchmark Strategies. The equity indexed and Benchmark Strategies are described in Section 6 of this Contract and any attached endorsements.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

CASH SURRENDER VALUES MAY INCREASE BASED ON THE INDEX AND INTEREST RATE BENCHMARK CALCULATION OF THE STRATEGY(IES) YOU HAVE SELECTED. DURING THE FIRST TEN CONTRACT YEARS, CASH SURRENDERS ARE SUBJECT TO A MARKET VALUE ADJUSTMENT, THE OPERATION OF WHICH MAY CAUSE SUCH PAYMENTS OR VALUES TO INCREASE OR DECREASE. THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. WHILE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX AND INTEREST RATE BENCHMARK, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

CONTRACT DATA PAGE

ANNUITANT: [John Doe]
SEX: [Male]
AGE: [35]
OWNER: [John Doe]
CONTRACT NUMBER: [TST522812]
CONTRACT DATE: [01/01/2012]
MATURITY DATE: [01/01/2072]
INITIAL PREMIUM PAID: [\$10,000.00]
STATE PREMIUM TAX PAID: [\$0.00]
INITIAL PREMIUM LESS PREMIUM TAX: [\$10,000.00]

INITIAL CREDITING STRATEGY ELECTION

This table reflects the initial election of the Strategies for your Initial Premium. The initial rates, caps, and spread shown apply to your Initial Premium and are guaranteed for the first Contract Year and may change thereafter as described in the Strategies section of this Contract. The rates in the table are used to determine the Accumulation Value of each Strategy. They are not used to determine the Minimum Guaranteed Contract Value or the Minimum Guaranteed Strategy Values.

	Fixed Rate Strategy	Point-to-Point Participation Index Strategy	Point-to-Point Cap Index Strategy	Monthly Average Index Strategy	Monthly Cap Index Strategy	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Percentage of Initial Premium	[10%]	[10%]	[10%]	[10%]	[10%]	[50%]
Amount of Initial Premium	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$5,000]
Minimum Guaranteed Interest Rate	1.0%					
Initial Interest Rate	[3.0%]					
Initial Participation Rate		[60%]		[100%]		
Initial Index Cap			[7.0%]			
Initial Index Spread				[2.0%]		
Initial Monthly Cap					[3.0%]	
Initial Interest Rate Benchmark Participation Multiplier						[4.0]
Initial Interest Rate Benchmark Credit Cap						[10.0%]

CONTRACT DATA PAGE (cont.)

MINIMUM GUARANTEED CONTRACT VALUE

	Fixed Rate Strategy	Index Strategies	Benchmark Strategy(ies)
Initial Minimum Guaranteed Strategy Value Rate:	[3.00%]	[3.00%]	[3.00%]

The **Minimum Guaranteed Contract Value** equals the sum of the Minimum Guaranteed Strategy Value of each Strategy.

The **Minimum Guaranteed Strategy Value** of each Strategy equals:

- (a) 87.5% of the portion of the Premium elected to the Strategy, less Premium Taxes, if applicable; plus
- (b) Any Re-elections into the Strategy; less
- (c) Any Re-elections and Surrenders taken from Accumulation Value in that Strategy; plus
- (d) Interest credited daily at the applicable Minimum Guaranteed Strategy Value Rate.

The initial Minimum Guaranteed Strategy Value Rates shown above are set on the Contract Date and will not change for the first nine Contract Years. On the ninth Contract Anniversary and on each Contract Anniversary thereafter, the **Minimum Guaranteed Strategy Value Rates** for all Strategies will be set equal to the average of the five-year Constant Maturity Treasury Rate for each day that it is reported by the Federal Reserve during the month of October in the calendar year preceding the calendar year of the Contract Anniversary, less 1.25%. The Minimum Guaranteed Strategy Value Rate for the Fixed Rate Strategy, the Index Strategies, and the Benchmark Strategy(ies) will be rounded to the nearest 0.05% and will not be greater than 3.0% or less than 1.0%.

Re-elections and Surrender Adjustments

A Re-election of Accumulation Value will result in a pro-rata Re-election of the Minimum Guaranteed Strategy Value in the same proportion as the Accumulation Value being re-elected bears to the total Accumulation Value in the Strategy from which the Re-election is made.

Surrender of Accumulation Value from any Strategy will result in a dollar for dollar reduction of the Minimum Guaranteed Strategy Value of that Strategy equal to the amount of Accumulation Value Surrendered (excluding the amount of any Surrender Charges deducted, if any).

TABLE OF SURRENDER CHARGES

Contract Year	1	2	3	4	5	6 and later
Percentage	8%	7.5%	6.5%	5.5%	4.5%	0%

CONTRACT DATA PAGE

ANNUITANT: [John Doe]
SEX: [Male]
AGE: [35]
OWNER: [John Doe]
CONTRACT NUMBER: [TST763239]
CONTRACT DATE: [01/01/2012]
MATURITY DATE: [01/01/2072]
INITIAL PREMIUM PAID: [\$10,000.00]
STATE PREMIUM TAX PAID: [\$0.00]
INITIAL PREMIUM LESS PREMIUM TAX: [\$10,000.00]

INITIAL CREDITING STRATEGY ELECTION

This table reflects the initial election of the Strategies for your Initial Premium. The initial rates, caps, and spread shown apply to your Initial Premium and are guaranteed for the first Contract Year and may change thereafter as described in the Strategies section of this Contract. The rates in the table are used to determine the Accumulation Value of each Strategy. They are not used to determine the Minimum Guaranteed Contract Value or the Minimum Guaranteed Strategy Values.

	Fixed Rate Strategy	Point-to-Point Participation Index Strategy	Point-to-Point Cap Index Strategy	Monthly Average Index Strategy	Monthly Cap Index Strategy	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Percentage of Initial Premium	[10%]	[10%]	[10%]	[10%]	[10%]	[50%]
Amount of Initial Premium	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$5,000]
Minimum Guaranteed Interest Rate	1.0%					
Initial Interest Rate	[3.0%]					
Initial Participation Rate		[60%]		[100%]		
Initial Index Cap			[7.0%]			
Initial Index Spread				[2.0%]		
Initial Monthly Cap					[3.0%]	
Initial Interest Rate Benchmark Participation Multiplier						[4.0]
Initial Interest Rate Benchmark Credit Cap						[10.0%]

CONTRACT DATA PAGE (cont.)

MINIMUM GUARANTEED CONTRACT VALUE

	Fixed Rate Strategy	Index Strategies	Benchmark Strategy(ies)
Initial Minimum Guaranteed Strategy Value Rate:	[3.00%]	[3.00%]	[3.00%]

The **Minimum Guaranteed Contract Value** equals the sum of the Minimum Guaranteed Strategy Value of each Strategy.

The **Minimum Guaranteed Strategy Value** of each Strategy equals:

- (a) 87.5% of the portion of the Premium elected to the Strategy, less Premium Taxes, if applicable; plus
- (b) Any Re-elections into the Strategy; less
- (c) Any Re-elections and Surrenders taken from Accumulation Value in that Strategy; plus
- (d) Interest credited daily at the applicable Minimum Guaranteed Strategy Value Rate.

The initial Minimum Guaranteed Strategy Value Rates shown above are set on the Contract Date and will not change for the first seven Contract Years. On the seventh Contract Anniversary and on each Contract Anniversary thereafter, the **Minimum Guaranteed Strategy Value Rates** for all Strategies will be set equal to the average of the five-year Constant Maturity Treasury Rate for each day that it is reported by the Federal Reserve during the month of October in the calendar year preceding the calendar year of the Contract Anniversary, less 1.25%. The Minimum Guaranteed Strategy Value Rate for the Fixed Rate Strategy, the Index Strategies, and the Benchmark Strategy(ies) will be rounded to the nearest 0.05% and will not be greater than 3.0% or less than 1.0%.

Re-elections and Surrender Adjustments

A Re-election of Accumulation Value will result in a pro-rata Re-election of the Minimum Guaranteed Strategy Value in the same proportion as the Accumulation Value being re-elected bears to the total Accumulation Value in the Strategy from which the Re-election is made.

Surrender of Accumulation Value from any Strategy will result in a dollar for dollar reduction of the Minimum Guaranteed Strategy Value of that Strategy equal to the amount of Accumulation Value Surrendered (excluding the amount of any Surrender Charges deducted, if any).

TABLE OF SURRENDER CHARGES

Contract Year	1	2	3	4	5	6	7	8 and later
Percentage	10%	10%	10%	10%	9%	8%	7%	0%

CONTRACT DATA PAGE

ANNUITANT: [John Doe]
SEX: [Male]
AGE: [35]
OWNER: [John Doe]
CONTRACT NUMBER: [TST763447]
CONTRACT DATE: [01/01/2012]
MATURITY DATE: [01/01/2072]
SINGLE PREMIUM PAID: [\$10,000.00]
STATE PREMIUM TAX PAID: [\$0.00]
SINGLE PREMIUM LESS PREMIUM TAX: [\$10,000.00]
BONUS: [5%] of Single Premium

INITIAL CREDITING STRATEGY ELECTION

This table reflects the initial election of the Strategies for your Single Premium. The initial rates, caps, and spread shown are guaranteed for the first Contract Year and may change thereafter as described in the Strategies section of this Contract. The rates in the table are used to determine the Accumulation Value of each Strategy. They are not used to determine the Minimum Guaranteed Contract Value or the Minimum Guaranteed Strategy Values.

	Fixed Rate Strategy	Point-to-Point Participation Index Strategy	Point-to-Point Cap Index Strategy	Monthly Average Index Strategy	Monthly Cap Index Strategy	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Percentage of Single Premium	[10%]	[10%]	[10%]	[10%]	[10%]	[50%]
Amount of Single Premium	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$1,000]	[\$5,000]
Minimum Guaranteed Interest Rate	1.0%					
Initial Interest Rate	[3.0%]					
Initial Participation Rate		[60%]		[100%]		
Initial Index Cap			[7.0%]			
Initial Index Spread				[2.0%]		
Initial Monthly Cap					[3.0%]	
Initial Interest Rate Benchmark Participation Multiplier						[4.0]
Initial Interest Rate Benchmark Credit Cap						[10.0%]

CONTRACT DATA PAGE (cont.)

MINIMUM GUARANTEED CONTRACT VALUE

	Fixed Rate Strategy	Index Strategies	Benchmark Strategy(ies)
Initial Minimum Guaranteed Strategy Value Rate:	[3.00%]	[3.00%]	[3.00%]

The **Minimum Guaranteed Contract Value** equals the sum of the Minimum Guaranteed Strategy Value of each Strategy.

The **Minimum Guaranteed Strategy Value** of each Strategy equals:

- (a) 87.5% of the portion of the Single Premium elected to the Strategy, less Premium Taxes, if applicable; adjusted for
- (b) Any Re-elections or Surrenders of Accumulation Value; plus
- (c) Interest credited daily at the applicable Minimum Guaranteed Strategy Value Rate.

The initial Minimum Guaranteed Strategy Value Rates shown above are set on the Contract Date and will not change for the first ten Contract Years. On the tenth Contract Anniversary and on each Contract Anniversary thereafter, the **Minimum Guaranteed Strategy Value Rates** for all Strategies will be set equal to the average of the five-year Constant Maturity Treasury Rate for each day that it is reported by the Federal Reserve during the month of October in the calendar year preceding the calendar year of the Contract Anniversary, less 1.25%. The Minimum Guaranteed Strategy Value Rate for the Fixed Rate Strategy, the Index Strategies, and the Benchmark Strategy(ies) will be rounded to the nearest 0.05% and will not be greater than 3.0% or less than 1.0%.

Re-elections and Surrender Adjustments

A Re-election of Accumulation Value will result in a pro-rata Re-election of the Minimum Guaranteed Strategy Value in the same proportion as the Accumulation Value being re-elected bears to the total Accumulation Value in the Strategy from which the Re-election is made.

Surrender of Accumulation Value from any Strategy will result in a dollar for dollar reduction of the Minimum Guaranteed Strategy Value of that Strategy equal to the amount of Accumulation Value Surrendered (excluding the amount of any Market Value Adjustment and Surrender Charge and Bonus Recapture deducted, if any).

TABLE OF SURRENDER CHARGES

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and later
Percentage	10%	10%	10%	10%	9%	8%	7%	6%	5%	4%	0%

TABLE OF BONUS RECAPTURE PERCENTAGES

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and later
Percentage	[100%]	[100%]	[80%]	[80%]	[60%]	[60%]	[40%]	[40%]	[20%]	[20%]	0%

SERFF Tracking Number: INGD-127118110 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
Company Tracking Number: IU-RA-3107(AR) ET AL
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

The following certifications are attached for this filing:

- Certification regarding Rule & Regulation 19
- Certification regarding Rule & Regulation 49
- Flesch certification
- Certification regarding ACA 23-79-138
- Agent training certification

Attachments:

AR Rule 19 Cert.pdf
AR Reg. 49 Certification.pdf
Readability Cert IU-RA-3107(AR), 3108(AR).pdf
AR Code 23-79-138 Certification.pdf
Training Cert for Interest Rate Benchmark Strategy.pdf

Item Status: **Status**
Date:

Bypassed - Item: Application

Bypass Reason: Not applicable to this filing of endorsement forms.

Comments:

Item Status: **Status**
Date:

Satisfied - Item: Life & Annuity - Actuarial Memo

Comments:

An actuarial memorandum for submitted endorsements IU-RA-3107(AR) and IU-RA-3108(AR) is attached.

Attachment:

Actuarial Memo IU-RA-3107, 3108.pdf

SERFF Tracking Number: INGD-127118110 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 49833
Company Tracking Number: IU-RA-3107(AR) ET AL
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Project Name/Number: IU-RA-3107(AR) et al. Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement/IU-RA-3107(AR) et al.

Item Status: Status
Date:

Satisfied - Item: Statement of Variability for
Endorsements IU-RA-3107(AR), IU-
RA-3108(AR)

Comments:

A statement of variability each is attached for submitted endorsements IU-RA-3107(AR) and IU-RA-3108(AR).

Attachments:

Statement of Variability for IU-RA-3107.pdf
Statement of Variability for IU-RA-3108.pdf

Item Status: Status
Date:

Satisfied - Item: Statements of Variability for
Contract Cover and Data Pages IU-
IA-3033(AR)(07/11), IU-IA-
3034(AR)(07/11), and IU-IA-
3050(AR)(07/11)

Comments:

A statement of variability each is attached for submitted revised contract cover and data pages IU-IA-3033(AR)(07/11), IU-IA-3034(AR)(07/11), and IU-IA-3050(AR)(07/11).

Attachments:

Statement of Variability for IU-IA-3033(AR)(0711).pdf
Statement of Variability for IU-IA-3034(AR)(0711).pdf
Statement of Variability for IU-IA-3050(AR)(0711).pdf

ARKANSAS
POLICY FORM CERTIFICATION
ING ANNUITY AND LIFE INSURANCE COMPANY

Form Number: IU-RA-3107(AR), IU-RA-3108(AR)

Form Title: Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement

By my signature below, I hereby certify that I have reviewed the enclosed policy forms and certify that the forms submitted meet the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in black ink, reading "Patricia M. Smith", written over a horizontal line.

Patricia M. Smith
Assistant Secretary

September 19, 2011
Date

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS REGULATION 49
CERTIFICATION

RE: FORM NUMBER IU-IA-3033(AR)(07/11), IU-IA-3034(AR)(07/11),
IU-IA-3050(AR)(07/11), IU-RA-3107(AR),
IU-RA-3108(AR)

We certify that a Life and Health Guaranty Notice will be provided to each policy owner in accordance with Arkansas Rule and Regulation 49.



Patricia M. Smith
Assistant Secretary

Date: September 19, 2011

Readability Certificate

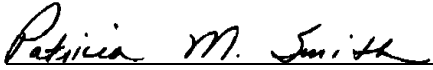
=====

I hereby certify that the forms referenced below have been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Title</u>	<u>Flesch Score</u>
IU-RA-3107(AR)	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement	63.2
IU-RA-3108(AR)	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement	61.1

ING USA Annuity and Life Insurance Company



Patricia M. Smith, Assistant Secretary

June 7, 2011

Date

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS CODE 23-79-138
CERTIFICATION

RE: FORM NUMBER IU-IA-3033(AR)(07/11), IU-IA-3034(AR)(07/11),
IU-IA-3050(AR)(07/11), IU-RA-3107(AR), IU-RA-3108(AR)

We certify that a separate notice will be provided with each policy containing the information required pursuant to Arkansas Code 23-79-138.



Patricia M. Smith
Assistant Secretary

Date: September 19, 2011

Explanation of Training Procedures for the:
Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Endorsement IU-RA-3107(AR) for Flexible Premium Deferred Annuity Contract
forms IU-IA-3033(AR)(07/11) and IU-IA-3034(AR)(07/11), and
Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Endorsement IU-RA-3108(AR) for Single Premium Deferred Annuity Contract
form IU-IA-3050(AR)(07/11)

The company strives to provide high value, customer-friendly products to its licensed agents who may recommend such products to consumers. Agents are required to complete training provided by the company in order to sell our annuity products. The required training covers index annuities, suitability and sales practices, and ING business guidelines for conducting their business. In addition to the required training, agents have access to two (2) primary product resources:

- A consumer product brochure that explains the product to the consumer
- An agent Product Guide that provides a detailed description of each product's features to the agent

In addition, the company provides a toll-free 800 number to all licensed agents. Agents are encouraged to use this 800 number if they have questions regarding product features. This 800 number is prominently displayed on company communications to its licensed agents, is available from 8:00 a.m. to 5:00 p.m. CT Monday through Friday, and is staffed by experienced company employees at the company's annuity headquarters.

Signed by:



Chad Tope
President
ING Annuity and Asset Sales

Date: 06/23/11

ING USA Annuity and Life Insurance Company
Statement of Variability for
Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Form No. IU-RA-3107

Item	Variability
Contract Number	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Endorsement Effective Date	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Marketing Name	Variable in the event the marketing name may change.
Interest Rate Benchmark	Variable in the event the Interest Rate Benchmark may change.
Interest Rate Benchmark Disclosure	Variable in the event the Interest Rate Benchmark disclosure may change.
Officer's Signature	Variable in the event the officer may change.



William Bainbridge, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

April 15, 2011
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Point-to-Point Participation and Cap Interest Rate Benchmark Strategy Endorsement
Form No. IU-RA-3108

Item	Variability
Contract Number	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Endorsement Effective Date	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Marketing Name	Variable in the event the marketing name may change.
Interest Rate Benchmark	Variable in the event the Interest Rate Benchmark may change.
Interest Rate Benchmark Disclosure	Variable in the event the Interest Rate Benchmark disclosure may change.
Officer's Signature	Variable in the event the officer may change.



William Bainbridge, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

April 15, 2011
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Flexible Premium Deferred Annuity Contract
Form No. IU-IA-3033(AR)(07/11)

Cover Page

Item	Variability
Customer Service Center	Variable in the event servicing address and/or phone number may change.
Officers' Signatures	Variable in the event officers may change.

Contract Data Page 3

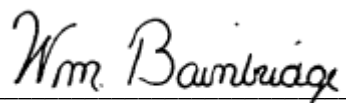
Item	Variability
Annuitant	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Sex	
Age	
Owner	
Contract Number	
Contract Date	
Maturity Date	
Initial Premium Paid	
State Premium Tax Paid	Appears as zero unless contract is issued in a state where front-end premium taxes are applied. A dollar amount showing the amount of premium tax deducted from the Initial Premium is shown here.
Initial Premium Less Premium Tax	Dollar amount showing Initial Premium less any front-end premium tax paid.
Percentage of Initial Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Initial Premium	Initial Premium dollar amount that is elected to each Strategy.
Initial Interest Rate	Applies to the Fixed Rate Strategy only. It is the initial interest rate credited to the associated portion of the Initial Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Fixed Rate Strategy - Initial Interest Rate will never be less than the Fixed Rate Strategy - Minimum Guaranteed Interest Rate. The Fixed Rate Strategy - Initial Interest Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate.
Initial Participation Rate	Applies to the Point-to-Point Participation Index Strategy and the Monthly Average Index strategy, respectively. It is the initial percentage of the change in the Index that is used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to each strategy. It is determined by us for each strategy and guaranteed for the first 12 months. The Initial Participation Rate will range from 25% to 150%.
Initial Index Cap	Applies to the Point-to-Point Cap Index Strategy only. It is the initial maximum amount of any Index Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Cap will range from 2% to 100%.

Initial Index Spread	Applies to the Monthly Average Index Strategy only. It is the amount subtracted from the result of the Index Change multiplied by the Participation Rate in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Spread will range from 0% to 25%.
Initial Monthly Cap	Applies to the Monthly Cap Index Strategy only. It is the initial maximum amount of any monthly change in the Index that can be used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Monthly Cap will range from 0.5% to 25%.
Initial Interest Rate Benchmark Participation Multiplier	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the factor applied to the change in the Interest Rate Benchmark that is used in calculating the Interest Rate Benchmark Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Participation Multiplier will range from 0.01 to 10.
Initial Interest Rate Benchmark Credit Cap	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the initial maximum amount of any Interest Rate Benchmark Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Credit Cap will range from 0.01% to 25%.

Contract Data Page (continued) 4

Fixed Rate Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first nine contract years and will range from 1.0% to 3.0%. On the ninth contract anniversary and each contract anniversary thereafter, the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Interest Rate and the Fixed Rate Strategy - Initial Interest Rate.
Index Strategies - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first nine contract years and will range from 1.0% to 3.0%. On the ninth contract anniversary and each contract anniversary thereafter, the Equity Indexed Strategies - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Equity Indexed Strategies - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Benchmark Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first nine contract years and will range from 1.0% to 3.0%. On the ninth contract anniversary and each contract anniversary thereafter, the Benchmark Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Benchmark Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the

	Minimum Guaranteed Contract Value.
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William Bainbridge, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

April 15, 2011
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Flexible Premium Deferred Annuity Contract
Form No. IU-IA-3034(AR)(07/11)

Cover Page

Item	Variability
Customer Service Center	Variable in the event servicing address and/or phone number may change.
Officers' Signatures	Variable in the event officers may change.

Contract Data Page 3

Item	Variability
Annuitant	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Sex	
Age	
Owner	
Contract Number	
Contract Date	
Maturity Date	
Initial Premium Paid	
State Premium Tax Paid	Appears as zero unless contract is issued in a state where front-end premium taxes are applied. A dollar amount showing the amount of premium tax deducted from the Initial Premium is shown here.
Initial Premium Less Premium Tax	Dollar amount showing Initial Premium less any front-end premium tax paid.
Percentage of Initial Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Initial Premium	Initial Premium dollar amount that is elected to each Strategy.
Initial Interest Rate	Applies to the Fixed Rate Strategy only. It is the initial interest rate credited to the associated portion of the Initial Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Fixed Rate Strategy - Initial Interest Rate will never be less than the Fixed Rate Strategy - Minimum Guaranteed Interest Rate. The Fixed Rate Strategy - Initial Interest Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate.
Initial Participation Rate	Applies to the Point-to-Point Participation Index Strategy and the Monthly Average Index strategy, respectively. It is the initial percentage of the change in the Index that is used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to each strategy. It is determined by us for each strategy and guaranteed for the first 12 months. The Initial Participation Rate will range from 10% to 150%.
Initial Index Cap	Applies to the Point-to-Point Cap Index Strategy only. It is the initial maximum amount of any Index Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Cap will range from 2% to 100%.

Initial Index Spread	Applies to the Monthly Average Index Strategy only. It is the amount subtracted from the result of the Index Change multiplied by the Participation Rate in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Spread will range from 0% to 25%.
Initial Monthly Cap	Applies to the Monthly Cap Index Strategy only. It is the initial maximum amount of any monthly change in the Index that can be used in calculating the Index Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Monthly Cap will range from 0.5% to 25%.
Initial Interest Rate Benchmark Participation Multiplier	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the factor applied to the change in the Interest Rate Benchmark that is used in calculating the Interest Rate Benchmark Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Participation Multiplier will range from 0.01 to 10.
Initial Interest Rate Benchmark Credit Cap	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the initial maximum amount of any Interest Rate Benchmark Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Credit Cap will range from 0.01% to 25%.

Contract Data Page (continued) 4

Fixed Rate Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Interest Rate and the Fixed Rate Strategy - Initial Interest Rate.
Index Strategies - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Equity Indexed Strategies - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Equity Indexed Strategies - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Benchmark Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first seven contract years and will range from 1.0% to 3.0%. On the seventh contract anniversary and each contract anniversary thereafter, the Benchmark Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Benchmark Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the

	Minimum Guaranteed Contract Value.
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William Bainbridge, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

April 15, 2011
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Single Premium Deferred Annuity Contract
Form No. IU-IA-3050(AR)(07/11)

Cover Page

Item	Variability
Customer Service Center	Variable in the event servicing address and/or phone number may change.
Officers' Signatures	Variable in the event officers may change.

Contract Data Page 3

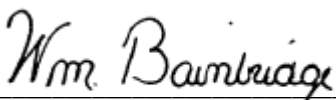
Item	Variability
Annuitant	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Sex	
Age	
Owner	
Contract Number	
Contract Date	
Maturity Date	
Single Premium Paid	
State Premium Tax Paid	Appears as zero unless contract is issued in a state where front-end premium taxes are applied. A dollar amount showing the amount of premium tax deducted from the Single Premium is shown here.
Single Premium Less Premium Tax	Dollar amount showing Single Premium less any front-end premium tax paid.
Bonus	Set on the Contract Date and may vary for new issues. The Bonus will range from 0% to 6.0%.
Percentage of Single Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Single Premium	Premium dollar amount that is elected to each Strategy.
Initial Interest Rate	Applies to the Fixed Rate Strategy only. It is the initial interest rate credited to the associated portion of the Single Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Fixed Rate Strategy - Initial Interest Rate will never be less than the Fixed Rate Strategy - Minimum Guaranteed Interest Rate. The Fixed Rate Strategy - Initial Interest Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate.
Initial Participation Rate	Applies to the Point-to-Point Participation Index Strategy and the Monthly Average Index strategy, respectively. It is the initial percentage of the change in the Index that is used in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to each strategy. It is determined by us for each strategy and guaranteed for the first 12 months. The Initial Participation Rate will range from 10% to 150%.
Initial Index Cap	Applies to the Point-to-Point Cap Index Strategy only. It is the initial maximum amount of any Index Credit that can be applied to the associated portion of the Single Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Cap will range from 2% to 100%.

Initial Index Spread	Applies to the Monthly Average Index Strategy only. It is the amount subtracted from the result of the Index Change multiplied by the Participation Rate in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Spread will range from 0% to 25%.
Initial Monthly Cap	Applies to the Monthly Cap Index Strategy only. It is the initial maximum amount of any monthly change in the Index that can be used in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Monthly Cap will range from 0.5% to 25%.
Initial Interest Rate Benchmark Participation Multiplier	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the factor applied to the change in the Interest Rate Benchmark that is used in calculating the Interest Rate Benchmark Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Participation Multiplier will range from 0.01 to 10.
Initial Interest Rate Benchmark Credit Cap	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the initial maximum amount of any Interest Rate Benchmark Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Credit Cap will range from 0.01% to 25%.

Contract Data Page 4

Fixed Rate Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Interest Rate and the Fixed Rate Strategy - Initial Interest Rate.
Index Strategies - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Index Strategies - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Index Strategies - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Benchmark Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Benchmark Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Benchmark Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the

	Minimum Guaranteed Contract Value.
Table of Bonus Recapture Percentages	The Bonus Recapture Schedule as submitted represents the highest schedule we will ever offer but we may in the future offer a more client favorable bonus recapture schedule to new issues after the date of the change.



 William Bainbridge, FSA, MAAA
 Actuary
 ING USA Annuity and Life Insurance Company

April 15, 2011
 Date